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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 BRENDA CORNEJO, *an individual*,
14 Plaintiff,

15 v.

16 LOWE'S HOME CENTERS, LLC, *a*
17 *limited liability company*; SEDGWICK
18 CLAIMS MANAGEMENT SERVICES,
19 INC., *a corporation*; and DOES 1-10,
20 Defendants.

Case No. 2:22-cv-6022-JFW (Ex)

Hon. Judge John F. Walter

Hon. Mag. Charles F. Eick

[PROPOSED] PROTECTIVE ORDER

[DISCOVERY MATTER]

Filing Date: 7/20/22

Removal Date: 8/24/22

Trial: 8/28/23

21 **1. PURPOSES AND LIMITATIONS**

22 Discovery in this action is likely to involve production of confidential,
23 medical, proprietary, or private information for which special protection from
24 public disclosure and from use for any purpose other than prosecuting this
25 litigation may be warranted. Accordingly, the parties hereby stipulate to and
26 petition the Court to enter the following Stipulated Protective Order. The parties
27 acknowledge that this Order does not confer blanket protections on all disclosures
28 or responses to discovery and that the protection it affords from public disclosure

1 and use extends only to the limited information or items that are entitled to confidential
2 treatment under the applicable legal principles.

3 GOOD CAUSE STATEMENT

4 This action is likely to involve confidential commercial, financial, medical, and/or
5 proprietary information for which special protection from public disclosure and from use
6 for any purpose other than prosecution of this action is warranted. Such confidential and
7 proprietary materials and information consist of, among other things, confidential
8 business, financial, personnel, and/or medical records and information (including
9 information implicating privacy rights of third parties), information otherwise generally
10 unavailable to the public, or which may be privileged or otherwise protected from
11 disclosure under state or federal statutes, court rules, case decisions, or common law.
12 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
13 disputes over confidentiality of discovery materials, to adequately protect information
14 the parties are entitled to keep confidential, to ensure that the parties are permitted
15 reasonable necessary uses of such material in preparation for and in the conduct of trial,
16 to address their handling at the end of the litigation, and serve the ends of justice, a
17 protective order for such information is justified in this matter. It is the intent of the
18 parties that information will not be designated as confidential for tactical reasons and
19 that nothing be so designated without a good faith belief that it has been maintained in a
20 confidential, non-public manner, and there is good cause why it should not be part of the
21 public record of this case.

22 ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

23 The parties further acknowledge, as set forth in Section 12.3, below, that this
24 Stipulated Protective Order does not entitle them to file confidential information under
25 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
26 standards that will be applied when a party seeks permission from the court to file
27 material under seal.

28 There is a strong presumption that the public has a right of access to judicial

1 proceedings and records in civil cases. In connection with non-dispositive
2 motions, good cause must be shown to support a filing under seal. *See Kamakana*
3 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v.*
4 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v.*
5 *Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
6 protective orders require good cause showing), and a specific showing of good
7 cause or compelling reasons with proper evidentiary support and legal justification,
8 must be made with respect to Protected Material that a party seeks to file under
9 seal. The parties' mere designation of Disclosure or Discovery Material as
10 CONFIDENTIAL does not—without the submission of competent evidence by
11 declaration, establishing that the material sought to be filed under seal qualifies as
12 confidential, privileged, or otherwise protectable—constitute good cause.

13 Further, if a party requests sealing related to a dispositive motion or trial,
14 then compelling reasons, not only good cause, for the sealing must be shown, and
15 the relief sought shall be narrowly tailored to serve the specific interest to be
16 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
17 2010). For each item or type of information, document, or thing sought to be filed
18 or introduced under seal in connection with a dispositive motion or trial, the party
19 seeking protection must articulate compelling reasons, supported by specific facts
20 and legal justification, for the requested sealing order. Again, competent evidence
21 supporting the application to file documents under seal must be provided by
22 declaration.

23 Any document that is not confidential, privileged, or otherwise protectable in
24 its entirety will not be filed under seal if the confidential portions can be redacted.
25 If documents can be redacted, then a redacted version for public viewing, omitting
26 only the confidential, privileged, or otherwise protectable portions of the
27 document, shall be filed. Any application that seeks to file documents under seal
28 in their entirety should include an explanation of why redaction is not feasible.

1 **2. DEFINITIONS**

2 **2.1 Action:** the above-captioned case.

3 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 **2.3 “CONFIDENTIAL” Information or Items:** information (regardless of how it is
6 generated, stored or maintained) or tangible things that qualify for protection under
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
8 Statement.

9 **2.4 Counsel (without qualifier):** Outside Counsel of Record and House Counsel (as
10 well as their support staff).

11 **2.5 Designating Party:** a Party or Non-Party that designates information or items that it
12 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

13 **2.6 Disclosure or Discovery Material:** all items or information, regardless of the
14 medium or manner in which it is generated, stored, or maintained (including, among
15 other things, testimony, transcripts, and tangible things), that are produced or generated
16 in disclosures or responses to discovery in this matter.

17 **2.7 Expert:** a person with specialized knowledge or experience in a matter pertinent to
18 the litigation who has been retained by a Party or its counsel to serve as an expert
19 witness or as a consultant in this Action.

20 **2.8 House Counsel:** attorneys who are employees of a party to this Action. House
21 Counsel does not include Outside Counsel of Record or any other outside counsel.

22 **2.9 Non-Party:** any natural person, partnership, corporation, association or other legal
23 entity not named as a Party to this action.

24 **2.10 Outside Counsel of Record:** attorneys who are not employees of a party to this
25 action but are retained to represent or advise a party to this Action and have appeared in
26 this action on behalf of that party or are affiliated with a law firm which has appeared on
27 behalf of that party, and includes support staff.

28 **2.11 Party:** any party to this action, including all of its officers, directors, employees,

consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.13 Professional Vendors: persons or entities, not employed by or affiliated with a Party, that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order and used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are

part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or

Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is

disclosed or produced. Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each page that contains protected material.

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.”

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 *et seq.*

6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 2 or withdrawn the confidentiality designation, all parties shall continue to afford the
 3 material in question the level of protection to which it is entitled under the Producing
 4 Party's designation until the Court rules on the challenge.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed or
 7 produced by another Party or by a Non-Party in connection with this Action only, for
 8 prosecuting, defending or attempting to settle this Action. Such Protected Material
 9 may be disclosed only to the categories of persons and under the conditions described
 10 in this Order. When the Action has been terminated, a Receiving Party must comply
 11 with the provisions of section 13 below (FINAL DISPOSITION). Protected Material
 12 must be stored and maintained by a Receiving Party at a location and in a secure
 13 manner that ensures that access is limited to the persons authorized under this Order.

14 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise ordered by
 15 the court or permitted in writing by the Designating Party, a Receiving Party may
 16 disclose any information or item designated "CONFIDENTIAL" only to:

- 17 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
 18 employees of said Outside Counsel of Record to whom it is reasonably
 19 necessary to disclose the information for this Action;
- 20 (b) the officers, directors, and employees (including House Counsel) of the Receiving
 21 Party to whom disclosure is reasonably necessary for this Action;
- 22 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is
 23 reasonably necessary for this Action and who have signed the "Acknowledgment and
 24 Agreement to Be Bound" (Exhibit A);
- 25 (d) the court and its personnel;
- 26 (e) court reporters and their staff;
- 27 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
 28 whom disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (g) the author or recipient of a document containing the information or a custodian or
3 other person who otherwise possessed or knew the information;

4 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to
5 whom disclosure is reasonably necessary provided: (1) the deposing party requests that
6 the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted
7 to keep any confidential information unless they sign the “Acknowledgment and
8 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party
9 or ordered by the court. Pages of transcribed deposition testimony or exhibits to
10 depositions that reveal Protected Material may be separately bound by the court reporter
11 and may not be disclosed to anyone except as permitted under this Stipulated Protective
12 Order; and

13 (i) any mediator or settlement officer, and their supporting personnel, mutually
14 agreed upon by any of the parties engaged in settlement discussions.

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
16 **IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation that
18 compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification shall include a
21 copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or order to issue in
23 the other litigation that some or all of the material covered by the subpoena or order is
24 subject to this Protective Order. Such notification shall include a copy of this Protective
25 Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
27 Designating Party whose Protected Material may be affected. If the Designating Party
28 timely seeks a protective order, the Party served with the subpoena or court order shall

not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

- 1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- 2) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- 3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement

with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or

1 producing any information or item on any ground not addressed in this Stipulated
2 Protective Order. Similarly, no Party waives any right to object on any ground to
3 use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
5 Material must comply with Local Civil Rule 79-5. Protected Material may only be
6 filed under seal pursuant to a court order authorizing the sealing of the specific
7 Protected Material at issue. If a Party's request to file Protected Material under seal
8 is denied by the court, then the Receiving Party may file the information in the
9 public record unless otherwise instructed by the court.

10 **13. FINAL DISPOSITION**

11 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a
12 written request by the Designating Party, each Receiving Party must return all Protected
13 Material to the Producing Party or destroy such material. As used in this subdivision,
14 "all Protected Material" includes all copies, abstracts, compilations, summaries, and any
15 other format reproducing or capturing any of the Protected Material. Whether the
16 Protected Material is returned or destroyed, the Receiving Party must submit a written
17 certification to the Producing Party (and, if not the same person or entity, to the
18 Designating Party) by the 60 day deadline that (1) identifies (by category, where
19 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
20 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
21 any other format reproducing or capturing any of the Protected Material.
22 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
23 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
24 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
25 consultant and expert work product, even if such materials contain Protected Material.
26 Any such archival copies that contain or constitute Protected Material remain subject to
27 this Protective Order as set forth in Section 4.

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1 **14. VIOLATION**

2 Any violation of this Order may be punished by appropriate measures including, without
3 limitation, contempt proceedings and/or monetary sanctions.

4 **IT IS SO STIPULATED.**

5 DATED: October 27, 2022

LEGALAXXIS, INC.

6
7 *Nazgole Hashemi*

8 _____
9 Nazgole Hashemi, Esq.

10 Tannaz Hashemi, Esq.

11 Attorneys for Plaintiff,

BRENDA CORNEJO

12 DATED: October 27, 2022

WILSON TURNER KOSMO LLP

13
14
15 By: /s/ Nicole Roydson

16 ROBIN A. WOFFORD

17 NICOLE R. ROYSDON

18 ERIK T. JOHNSON

19 MICHAELA P. DELACRUZ

20 Attorneys for Defendant

21 SEDGWICK CLAIMS MANAGEMENT

22 SERVICES, INC.
23
24
25
26
27
28

1 DATED: October 27, 2022

SEYFARTH SHAW LLP

2
3
4 By: /s/ Michelle Zakarian
JOSHUA A. RODINE
5 MICHELLE ZAKARIAN
6 Attorneys for Defendant
7 LOWE'S HOME CENTERS, LLC

8 **SIGNATURE CERTIFICATION**

9 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby certify that authorization for the
10 filing of this document has been obtained from each of the other signatories shown above
11 and that all signatories concur in the filing's content.

12 Dated: October 27, 2022

Nazgole Hashemi

13
14 _____
Nazgole Hashemi, Esq.

15
16 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

17 DATED: 10/27/2022

18
19 /S/ Charles F. Eick

20 HON. CHARLES F. EICK

21 United States Magistrate Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____, 20__ in the case of *Brenda Cornejo v. Lowe's Home Centers, et al.*, Case No. 2:22-cv-6022-JFW (Ex). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____